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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/754,891	01/05/2001	Steven D. Ims	RSW920000077US	4751
25259	7590	07/27/2006	EXAMINER	
IBM CORPORATION 3039 CORNWALLIS RD. DEPT. T81 / B503, PO BOX 12195 REASEARCH TRIANGLE PARK, NC 27709			BOTTs, MICHAEL K	
		ART UNIT	PAPER NUMBER	
			2176	

DATE MAILED: 07/27/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>	
	09/754,891	IMS ET AL.	
	<b>Examiner</b> Michael K. Botts	<b>Art Unit</b> 2176	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

1) Responsive to communication(s) filed on 05 May 2006.

2a) This action is FINAL.                    2b) This action is non-final.

3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

4) Claim(s) 1-28 and 30 is/are pending in the application.

4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.

5) Claim(s) \_\_\_\_\_ is/are allowed.

6) Claim(s) 1-28 and 30 is/are rejected.

7) Claim(s) \_\_\_\_\_ is/are objected to.

8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

9) The specification is objected to by the Examiner.

10) The drawing(s) filed on \_\_\_\_\_ is/are: a) accepted or b) objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a) All    b) Some \* c) None of:  
 1. Certified copies of the priority documents have been received.  
 2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

1) Notice of References Cited (PTO-892)  
 2) Notice of Draftsperson's Patent Drawing Review (PTO-948)  
 3) Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
 Paper No(s)/Mail Date \_\_\_\_\_

4) Interview Summary (PTO-413)  
 Paper No(s)/Mail Date. \_\_\_\_\_

5) Notice of Informal Patent Application (PTO-152)  
 6) Other: \_\_\_\_\_

### **DETAILED ACTION**

1. This document is a Final Office Action on the merits. This action is responsive to the following communications: Amendment, which was filed on May 5, 2006.
2. Claims 1-28 and 30 are currently pending in the case, with claims 1, 8, 15, 22, 23, 25, and 27 being the independent claims.
3. Claim 29 has been cancelled.
4. The Abstract was objected to. Applicants have appropriately amended the abstract. Accordingly, the objection to the abstract is withdrawn.
5. The specification was objected to for an update on the status of a cited U.S. patent application. Applicants appropriately amended the specification to accurately reflect the status. Accordingly, the objection to the specification is withdrawn.
6. Claims 1-28 and 30 are rejected.

#### ***Claims Rejections – 35 U.S.C. 102***

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

7. Claims 1-30 are rejected under 35 U.S.C. 102(b) as being clearly anticipated by "e" speak Tutorial, Version: Beta 20.2" Hewlett-Packard Company, December 1999 [hereinafter "E-Speak"].

Regarding **independent claim 1, as amended**, E-Speak teaches:

*A computer program product for automated e-business services, the computer program product embodied on one or more computer-readable media of a first computing system and comprising:*

*computer-readable program code configured for reading a specification of an e-business service; and*

*computer-readable program code configured for processing the specification to carry out the e-business service, further comprising:*

*computer-readable program code configured for receiving at least one input document for the e-business service; and*

*computer-readable program code configured for performing at least one of: transforming the input documents into other documents, according to transformation information that may be provided in the specification, and operating upon the input documents or the other documents to create one or more new documents, according to operating actions that may be provided in the specification.*

(Initially, it is noted that claims 1-7 were amended to specify, in several contexts, a “computer-readable program code configured . . .,” where the limitation “configured” was amended into the claims. The term “configured” is not named or discussed in the specification. It was known to one of ordinary skill in the art at the time of the invention to be defined as follows: “The arrangement of a computer system or component as

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defined by the number, nature, and interconnections of its constituent parts." See, "IEEE 100, The Authoritative Dictionary of IEEE Standards Terms," Seventh Edition, IEEE Press, 2000, definition of "configure." Upon review of the claims, as amended, and the disclosure, the Examiner believes that the applicants intended the term "configured" to be read as limited to the embodiments disclosed as the specific "configuration" or "arrangement" of the computer system. The Examiner's interpretation of this limitation is further based on the fact that the prior limitation of the broader "means for . . ." was amended out of the claims. Claims 1-7 will be so read for the remainder of this Office Action.

It is further noted that the term "specification" is not defined in the specification. E-Speak defines "specification" as follows: "The events-service specification defines two interfaces. Namely, ListenerIntf: It defines the format of event notifications. DistributorIntf: It defines the format of publish and subscribe requests." See, E-Speak, page 35-36. The E-Speak definition is consistent with the use of that term in this application, and, accordingly, the E-Speak definition of "specification" will be used in this Office Action.

It is further noted that the term "service" is not specifically defined in the specification. E-Speak defines "service" as follows: "A **service** is essentially a program written in a programming language. A service adheres to its **contract** and its **vocabulary**. **Service Contracts:** A contract defines the set of interfaces that a service implements. Contracts can be discovered and used just like any other service. **Service Vocabularies:** A vocabulary consists of a set of attributes and associated properties.

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Vocabularies can be discovered and used just like any other service.” See, E-Speak, page 5 [emphasis and bold in the original]. The E-Speak definition is consistent with the use of that term in this application, and, accordingly, the E-Speak definition of “service” will be used in this Office Action.

E-Speak contains code for reading and processing a specification of an e-business service. See, E-Speak, pages 35-40.

E-Speak will receive an XML document and transform the input into a DOM document. See, E-Speak, pages 76-77.

See also, E-Speak, page 72, center, teaching the receipt of input from a client to instruct E-Speak to look for “a specific kind of PC – made by HP and price is lower than \$1500.” The search request is an input document.)

Regarding **dependent claim 2, as amended**, E-Speak teaches:

*The computer program product according to claim 1, further comprising computer-readable program code configured for forwarding the other documents or the new documents to a computing system other than the first computing system.*

(See, E-Speak, page 81, teaching that the E-Speak service provider’s advertisements are automatically transferred to all the advertising services belonging to the same group.)

Regarding **dependent claim 3**, E-Speak teaches:

*The computer program product according to claim 1, wherein the specification and the input documents are encoded in a structured markup language.*

(See, E-Speak, pages 76-77, teaching that the input documents are encoded in a structured markup language of XML.)

Regarding **dependent claim 4**, E-Speak teaches:

*The computer program product according to claim 1, wherein the other documents and the new documents are encoded in a structured markup language.*

(See, E-Speak, pages 76-77, teaching that the input documents are encoded in a structured markup language of XML.)

Regarding **dependent claim 5, as amended**, E-Speak teaches:

*The computer program product according to claim 3, wherein the structured markup language is a language known as "the Extensible Markup Language (XML)" or a derivative thereof.*

(See, E-Speak, pages 71-72 and 76-77, teaching that the input documents are encoded in a structured markup language of XML and a DOM.)

Regarding **dependent claim 6, as amended**, E-Speak teaches:

*The computer program product according to claim 1, wherein the computer-readable program code configured for operating upon the input documents or the other documents further comprises:*

*computer-readable program code configured for invoking one or more software-implemented processes; and*

*computer-readable program code configured for coordinating results of the invocations.*

(See, E-Speak, page 10, teaching the invocation of the *start()* process.)

Regarding **dependent claim 7, as amended**, E-Speak teaches:

*The computer program product according to claim 6, further comprising computer-readable program code configured for repetitively executing the computer-readable program code configured for processing, until reaching a final result of the e-business service, wherein the other documents, the new documents, or the coordinated results of the invocations now function as the input documents.*

(See, E-Speak, page 81, teaching that the E-Speak service provider's advertisements are automatically transferred repeatedly to all the advertising services belonging to the same group.)

Regarding **claims 8-14, as amended**, claims 8-14 incorporate substantially similar subject matter as claimed in claims 1-7, respectively, and are rejected along the same rationale.

Regarding **claims 15-21, as amended**, claims 15-21 incorporate substantially similar subject matter as claimed in claims 1-7, respectively, and are rejected along the same rationale.

Regarding **independent claim 22, as amended**, E-Speak teaches:

*A method of conducting business by using automated e-business services, comprising:*

*reading a specification of an e-business service; and*

*processing the specification to carry out the e-business service, further comprising:*

*receiving at least one input document for the e-business service;*

*and*

*performing at least one of: transforming the input documents into other documents, according to transformation information that may be provided in the specification, and operating upon the input documents or the other documents to create at least one new document, according to operating actions that may be provided in the specification.*

(It is noted that the term “specification” is not defined in the specification. E-Speak defines “specification” as follows: “The events-service specification defines two interfaces. Namely, ListenerIntf: It defines the format of event notifications. DistributorIntf: It defines the format of publish and subscribe requests.” See, E-Speak, page 35-36. The E-Speak definition is consistent with the use of that term in this application, and, accordingly, the E-Speak definition of “specification” will be used in this Office Action.

It is further noted that the term “service” is not specifically defined in the specification. E-Speak defines “service” as follows: “A **service** is essentially a program written in a programming language. A service adheres to its **contract** and its **vocabulary**. **Service Contracts:** A contract defines the set of interfaces that a service implements. Contracts can be discovered and used just like any other service. **Service Vocabularies:** A vocabulary consists of a set of attributes and associated properties. Vocabularies can be discovered and used just like any other service.” See, E-Speak, page 5 [emphasis and bold in the original]. The E-Speak definition is consistent with the use of that term in this application, and, accordingly, the E-Speak definition of “service” will be used in this Office Action.

E-Speak contains code for reading and processing a specification of an e-business service. See, E-Speak, pages 35-40.

E-Speak will receive an XML document and transform the input into a DOM document. See, E-Speak, pages 76-77.

See also, E-Speak, page 72, center, teaching the receipt of input from a client to

instruct E-Speak to look for “a specific kind of PC – made by HP and price is lower than \$1500.” The search request is an input document.)

Regarding **independent claim 23, as amended**, E-Speak teaches:

*A method of defining e-business process and data interactions, further comprising:*

*defining data inputs to be used by an e-business service;*

*defining interactions to be carried out when operating the e-business service;*

*specifying details of the data inputs in a structured markup language syntax;*

*specifying details of the interactions in the structured markup language syntax; and*

*creating at least one e-business service definition document separate from at least one input document containing the data inputs wherein the specified details of the data inputs and the specified details of the interactions are recorded in the at least one e-business service definition document.*

(It is noted that the term “specification” is not defined in the specification. E-Speak defines “specification” as follows: “The events-service specification defines two interfaces. Namely, ListenerIntf: It defines the format of event notifications. DistributorIntf: It defines the format of publish and subscribe requests.” See, E-Speak, page 35-36. The E-Speak definition is consistent with the use of that term in this

application, and, accordingly, the E-Speak definition of “specification” will be used in this Office Action.

It is further noted that the term “service” is not specifically defined in the specification. E-Speak defines “service” as follows: “A **service** is essentially a program written in a programming language. A service adheres to its **contract** and its **vocabulary**. **Service Contracts:** A contract defines the set of interfaces that a service implements. Contracts can be discovered and used just like any other service. **Service Vocabularies:** A vocabulary consists of a set of attributes and associated properties. Vocabularies can be discovered and used just like any other service.” See, E-Speak, page 5 [emphasis and bold in the original]. The E-Speak definition is consistent with the use of that term in this application, and, accordingly, the E-Speak definition of “service” will be used in this Office Action.

E-Speak contains code for reading and processing a specification of an e-business service. See, E-Speak, pages 35-40.

E-Speak will receive an XML document and transform the input into a DOM document. See, E-Speak, pages 76-77.

See, E-Speak, page 5, teaching that a contract service is used to create and use documents as contrasts.)

Regarding **dependent claim 24**, E-Speak teaches:

*The method according to claim 23, wherein the structured markup language is a language known as "the Extensible Markup Language (XML)" or a derivative thereof.*

(See, E-Speak, pages 71-72 and 76-77, teaching that the input documents are encoded in a structured markup language of XML and a DOM.)

Regarding **independent claim 25, as amended**, E-Speak teaches:

*A method of defining process and data interactions for an application described by a finite state machine, comprising:*

*defining data inputs to be used by the application;*

*defining interactions to be carried out when operating the application;*

*specifying details of the data inputs in a structured markup language syntax;*

*specifying details of the interactions in the structured markup language syntax; and*

*creating at least one application definition document separate from at least one input document containing the data inputs wherein the specified details of the data inputs and the specified details of the interactions are recorded in the at least one application definition document.*

(It is noted that the term "specification" is not defined in the specification. E-Speak defines "specification" as follows: "The events-service specification defines two

interfaces. Namely, ListenerIntf: It defines the format of event notifications. DistributorIntf: It defines the format of publish and subscribe requests." See, E-Speak, page 35-36. The E-Speak definition is consistent with the use of that term in this application, and, accordingly, the E-Speak definition of "specification" will be used in this Office Action.

It is further noted that the term "service" is not specifically defined in the specification. E-Speak defines "service" as follows: "A **service** is essentially a program written in a programming language. A service adheres to its **contract** and its **vocabulary**. **Service Contracts:** A contract defines the set of interfaces that a service implements. Contracts can be discovered and used just like any other service. **Service Vocabularies:** A vocabulary consists of a set of attributes and associated properties. Vocabularies can be discovered and used just like any other service." See, E-Speak, page 5 [emphasis and bold in the original]. The E-Speak definition is consistent with the use of that term in this application, and, accordingly, the E-Speak definition of "service" will be used in this Office Action.

E-Speak contains code for reading and processing a specification of an e-business service. See, E-Speak, pages 35-40.

E-Speak will receive an XML document and transform the input into a DOM document. See, E-Speak, pages 76-77.

See, E-Speak, page 5, teaching that a contract service is used to create and use documents as contrasts.

(See, E-Speak, pages 71-72 and 76-77, teaching that the input documents are encoded in a structured markup language of XML and a DOM.)

Regarding **dependent claim 26**, E-Speak teaches:

*The method according to claim 25, wherein the structured markup language is a language known as "the Extensible Markup Language (XML)" or a derivative thereof.*

(See, E-Speak, pages 71-72 and 76-77, teaching that the input documents are encoded in a structured markup language of XML and a DOM.)

Regarding **independent claim 27, as amended**, E-Speak teaches:

*A method for automating data and process interactions between a first application and one or more other applications, comprising steps of: providing at least one application definition document encoded in a structured markup language, wherein the application definition documents specify the interactions and at least one data input to be used in the interactions, and wherein details of the specified interactions and data inputs are specified in the structured markup language; and processing the application definition documents to carry out the data and process interactions in response to receiving at least one separate input document containing the at least one data input.*

(See, E-Speak, pages 75-77, teaching the providing and processing of documents in XML with specified interactions and data inputs in XML.)

Regarding **dependent claim 28, as amended**, E-Speak teaches:

*The method according to claim 27, wherein processing the application definition documents further comprises:*  
*receiving at least one input document to be used by the interactions; and*  
*performing at least one of: transforming the input documents into other documents, according to transformation information that may be provided in the application definition documents, and operating upon the input documents or the other documents to create at least one or more new document, according to operating actions that may be provided in the application definition documents.*

(See, E-Speak, pages 76-77, teaching that E-Speak will receive an XML document and transform the input into a DOM document.)

Regarding **dependent claim 30**, E-Speak teaches:

*The method according to claim 27, wherein the structured markup language is a language known as "the Extensible Markup Language (XML)" or a derivative thereof.*

(See, E-Speak, pages 76-77, teaching that E-Speak will receive an XML document and transform the input into a DOM document.)

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8. It is noted that any citations to specific, pages, columns, lines, or figures in the prior art references and any interpretation of the references should not be considered to be limiting in any way. A reference is relevant for all it contains and may be relied upon for all that it would have reasonably suggested to one having ordinary skill in the art.

See, MPEP 2123.

***Response to Arguments***

Applicants' arguments filed May 5, 2006 have been fully considered, but they are not persuasive.

Regarding rejections of **claims 1, 8, 15, and 22** under 35 U.S.C. 102(b):

**First:** Applicants argue that E-Speak does not teach that the XML document is "transformed into another document or operated upon so as to created a new document, as required by claims 1, 8, 15, and 22." Applicants further argue that "the format of the XML document is merely changed into a document object model (DOM) format, i.e., the substance of the document is not changed." See, Amendment, page 11.

The Examiner disagrees.

As taught by E-Speak, the document is changed. See, E-Speak, pages 76-77, comment sections to code, teaching that the document is converted to a DOM document, and then a session identification is inserted into the root node, which "transforms the document," as specified in the claims. The document is then

reconverted into XML, written tot a string and output. But, the transformation occurs with the insertion of the session ID.

**Second:** Applicants argue that E-Speak “does not disclose, teach or suggest that the SML document is transformed into another document according to transformation information provided in a specification or operated upon to create a new document according to an operating action provided in the specification, as required by claims 1, 8, 15, and 22.” See, Amendment, page 12.

The Examiner disagrees.

Again, the XML specification in E-Speak causes the program to parse the code into a DOM tree in order to insert a session identifier and then re-transformed to an XML document. See, E-Speak, pages 76-77. The document is thereby transformed into another document according to the specifications, as specified in the claims.

**Third:** Applicants argue that E-Speak does not “disclose, teach or suggest providing at least one input document containing data inputs separate from at least one e-business service or application definition document.” See, Amendment, page 12.

The Examiner disagrees.

E-Speak is a tutorial that teaches the program on a basic code level, without many details, but it does teach receiving an input document containing data inputs separate from the application. See, E-Speak, page 72, center, teaching the receipt of input from a client to instruct E-Speak to look for “a specific kind of PC – made by HP

and price is lower than \$1500." The search request is an input document.

***Conclusion***

**THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS for the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Michael K. Botts whose telephone number is 571-272-5533. The examiner can normally be reached on Monday through Friday 8:00-4:00 EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Heather Herndon can be reached on 571-272-4136. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

MKB/mkb

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